



CITY OF FAYETTEVILLE REQUEST FOR PROPOSAL

Issue Date: 10/27/2021	RFP Number: #PS410-01	RFP Title: Design Build Church Street Park Playground for City of Fayetteville
RFP Due Date and Time: 12/02/2021 & 2:00PM		Number of Pages: 31

CONTACT INFORMATION	
Procurement Agent and Contact for this RFP: Carleetha Talmadge, Asst. Finance Dir	Procurement Official: Carleetha Talmadge, Assistant Finance Director
City of Fayetteville Finance & Administrative Services Department 210 Stonewall Avenue W Fayetteville, GA 30214	Phone: (770) 461-6029 Fax: (770) 460-4238 Website: www.fayetteville-ga.gov

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: City of Fayetteville Finance & Administrative Services Department 210 Stonewall Avenue W Fayetteville, GA 30214	Mark Face of Sealed Envelope/Package: Offeror's Name and Address RFP Name and Number: Design Build Church Street Park Playground for City of Fayetteville & PS410-01 RFP Due Date & Time: 12/02/2021 & 2:00PM Special Instructions: Submit 1 original, 5 copies and 1 digital of all documents
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name & Address:	Authorized Signatory: (Please Print Name and Sign in Ink)
Offeror Phone Number:	Offeror Fax Number:
Offeror Federal I.D. Number:	Offeror Email Address:
OFFEROR MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Fayetteville

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (e.g. contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement agent's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement agent by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g. cover page, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFP addenda.** Before submitting your response, check the City website at www.fayetteville-ga.gov to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s

SCHEDULE OF EVENTS

MILESTONE DEADLINE DATE	MILESTONE DEADLINE DATE
RFP advertised	Wednesday, October 27, 2021
Mandatory pre-proposal meeting and site visit	Wednesday, November 10, 2021 @ 9AM local time at the current playground at Church Street Park, 250 Church Street, Fayetteville, Georgia. Attendance is required. No proposals shall be considered from companies that did not attend the mandatory pre-proposal meeting with City staff.
Deadline for question submission	Thursday, November 18, 2021
Addenda to RFP issued (if any)	Monday, November 22, 2021
Deadline for submitting proposals	Thursday, December 2, 2021 @ 2PM
Bidder interviews	TBA
Notification of selection	TBA
Executed contract and Project begins	TBA

SECTION 1: PROJECT OVERVIEW AND INSTRUCTION

1.0 Project Overview

The Church Street playground was a cooperative effort of residents, working with the City to provide a playground accessible to all children, with and without special needs. The playground has been very popular and is a local gathering place for families and children.

The City of Fayetteville requests proposals from authorized, certified and qualified vendors for the Design-Build of a new playground, playground surface and playground equipment/features at the Church Street Park in accordance with the attached Scope of Work, Specifications, and Request for Proposal documents. Church Street Park is located at 250 Church Street, Fayetteville, Georgia.

1.1 Single Point of Contact

From the date this Request for Proposal (the “RFP”) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any City staff or elected officials regarding this procurement.** Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Agent: Carleetha Talmadge
Address: 210 Stonewall Avenue W
Fayetteville, GA 30214
Telephone Number: 770-719-4161
Fax Number: 770-460-4238
E-mail Address: ctalmadge@fayetteville-ga.gov

1.2 Required Review

1.2.1 Review RFP: Offerors should carefully review the instructions, mandatory requirements, specifications, and standard terms/conditions as set out in this RFP and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

1.2.2 Form of Questions: Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Procurement Agent referenced above on or before November 18, 2021. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.2.3 City's Answers: The City will provide by November 22, 2021, an official written answer to all questions received within the time frame stipulated under section 1.2.2. The City's response will be by formal written addendum. Any other form of interpretation,

correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at www.fayetteville-ga.gov by the close of business on the date listed.

1.2.4 Standard Terms and Conditions: By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions as set forth in *Appendix A* of this RFP. Much of the language included in the standard terms and conditions reflects requirements of state law. Requests for exceptions to the standard terms and conditions or any added provisions must be submitted to the Procurement Agent referenced above by the date for receipt of written/e-mailed questions or with the offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest ranking offeror during negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP.

1.2.5 Mandatory Requirements: To be eligible for consideration, an offeror *must* meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to ranking reductions during the evaluation process or may be deemed non-responsive.

1.3 Submitting a Sealed Proposal

1.3.1 Organization of Proposal: Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendix is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.3.2 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.3 Multiple Proposals: Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.3.4 Cost Proposal Form: Offerors *must* respond to this RFP by utilizing the Cost Proposal form found in *Section 5*. The Cost Proposal form will be used as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's

cost/price. **One Cost Proposal shall be submitted in a separate, sealed envelope marked “Cost Proposal”, RFP #, RFP Name, and Due Date/Time.** Additional Cost proposal sheets shall not be included in proposal original or copies.

1.3.5 Standard Forms: Offerors *must* respond to this RFP by completing the standard forms set forth under *Appendix B*. The standard forms include legal requirements that must be met before formal negotiations can be completed and the award process commenced.

1.3.6 Copies Required and Deadline for Receipt of Sealed Proposals: All proposals must be received in sealed packaging. Offerors must submit **one (1) original (conspicuously marked “Original”), five (5) copies and one (1) digital** to the address set forth in the Cover Page. **One (1) Cost Proposal** shall be submitted in a separate, sealed envelope marked “Cost Proposal”, RFP #, RFP Name, and Due Date/Time. Additional Cost Proposal sheets **shall not** be included in proposal original or copies.

Proposals must be received sealed and at the receptionist’s desk of the location noted in the Cover Page prior to December 2, 2021, local time 2:00 pm. Facsimile responses to requests for proposals are NOT accepted.

1.3.7 Late Proposals: *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the offeror’s sole risk to assure delivery to the receptionist’s desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.4 Offeror's Certification

1.4.1 Understanding of Specifications and Requirements: By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.2 Offeror's Signature: The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.3 Offer in Effect for 90 Days: A proposal may not be modified, withdrawn, or canceled by the offeror for a 90-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 Cost of Preparing a Proposal

1.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal.

1.5.2 All Timely Submitted Materials Become City Property: All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 Authority

This RFP is issued under the authority of the City of Fayetteville. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria.

2.1 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 Receipt of Proposals and Public Inspection

2.2.1 Public Information: During the opening of sealed proposals, only the name of each supplier shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City; (3) any company financial information requested by the City to determine vendor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.2.2 Procurement Agent's Review of Proposals: Upon opening the sealed proposals received in response to this RFP, the Procurement Agent in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- The proposal does not contain confidential material in the cost or price section; and,
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Counsel must use the City's *Affidavit for Trade Secret/Private Information* form in requesting information remain confidential. This affidavit form is available by contacting the Procurement Agent at the contact number set forth under *Section 1.1*.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 Classification and Evaluation of Proposals

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive: All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive any time during the evaluation process or negotiations if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility: The Procurement Officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the

determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals: The Evaluation Committee will evaluate the remaining proposals and recommend whether to award to the highest ranking offeror or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest ranking offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

2.3.4 Completeness of Proposals: Selection and award will be based on the offeror’s proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Ranking: Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror’s expense.

2.3.7 Best and Final Offer: The “Best and Final Offer” is an option available to the City under the RFP process which permits the City to request a “best and final offer” from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes. The City reserves the right to request a “best and final offer” for this RFP, if any, based on price/cost alone.

2.3.8 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the Evaluation Committee’s recommendation.

2.3.9 Negotiation: Upon recommendation from the Selection Committee, the Procurement Officer and/or City department representatives may begin negotiations with the responsive

and responsible offeror whose proposal achieves the highest ranking and is, therefore, the most advantageous to the City. If negotiation is unsuccessful or the highest ranking offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest ranking offeror.

2.3.10 Award: Award, if any, will be made to the highest ranking offeror who provides all required documents and successfully completes the negotiation process.

2.4 City's Rights Reserved

While the City has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City; or
- if awarded, terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 City's Intent

The Contractor is required to comply with the following:

- GENERAL.
 - The Scope of Work shall include the design, disposal, delivery and installation of commercial grade playground equipment, surfaces/flooring and features according to the attached Request for Proposal documents.
 - Delivery and installation shall be substantially complete within 90 calendar days from the issuance of the Notice to Proceed. Project shall be ready for substantial completion payment within 120 calendar days from Notice to Proceed and ready for final completion payment within 150 calendar days from notice to proceed.
 - The Contractor shall inspect the work site with the City at the mandatory pre-proposal meeting, prior to submitting a proposal.
 - There shall be at least one person in a position of responsibility representing the Contractor on site at all times that is capable of translating from English to the language used by the workforce.
 - Contractor will be expected to pay all fees and obtain all appropriate permits for the project if required. However, any fees associated with City permits shall be waived.
 - With their proposal, Proposers shall indicate the total number of days the park will need to be closed to the public. Proposers shall also indicate if material lead times would prohibit them from beginning work within ten days of award.
 - The successful proposer shall furnish a 110 percent payment bond and a 100 percent performance bond. Forms for each are attached.
- DESIGN AND SPECIFICATIONS
 - Contractor must prepare a final design for City review and approval after contract award. The design must meet the criteria outlined in the Request for Proposal Documents.
 - No water features are allowed for this project.
 - The contractor may use the entire useable area shown on the site plan in Appendix A to design and install the new playground and associated surface, equipment/features. **Two designs may be submitted.** This allows for two unique designs in two price ranges.

- The design shall comply with all the attached plans and specifications.
- The design shall incorporate details from the manufacturer for the proper construction and installation of the playground surface, playground equipment and features. The design shall also include testing requirements for soil, concrete, etc.
- **The design should incorporate imagination and uniqueness.** Design site for ages 5-12 with a small area for ages 2-5. New and unique features encouraging imagination are expected.

The following features have been identified as desirable by citizens and staff listed in priority order:

Free Standing Structure:	Ages 2-5 Area:	Main Structure:
Multi-generational swing Accessible Wide	Tiny Town	Ramps – All Accessible Wide
Round about spinner structures	Shade	Variety of entry structures
Disc swing bars		Creative monkey bars
Inclusive music plays		Rock Wall
Gliders		Roller Slide
Balance track		Themed structure
Seated spinning swing (disc)		

Color selection to be agreed upon with the City upon selection of Contractor.

Also include benches for seating.

Equipment may include, but is not limited to, climbing features, overhead/upper body features, slides, platforms, ramps, links, bridges, connecting sections, panels, moving features other than swings, free standing stations, balance stations and standard and innovative swings. Inclusive play features are important. There should be no break in accessibility. Innovative design and equipment are expected and considered important.

- Material specification for all equipment and fasteners must be provided. Standards for installation must also be provided.
 - Fasteners and bolts/screws need to be either powder coated or appropriate grade stainless steel.
 - All equipment features that are metal must be powder coated.
- The designs and equipment must meet or exceed all current federal CPSC, ASTM and IPEMA standards and conform to ADA requirements. Accessibility to all levels and a surface suitable for wheelchairs and walkers is required.
- Equipment may include climbing features, overhead/upper body features, slides, platforms, ramps, links, bridges, connecting sections and panels. Equipment usable for both special needs children and those without special needs should be included.

There should be no break in accessibility. Innovative design and equipment is expected. Features that are desirable but not all inclusive include:

- A new sign must be included in the design and shown on all plans.
- The equipment **must NOT** include the use of chains (except swings and chain ladders).
- No Metal Slides. Any design including the use of metal slides will not be considered.

- **CONSTRUCTION**

- **The Contractor will remove the existing playground features and install the new equipment on the area marked in Exhibit A. The City of Fayetteville is exploring relocating some of the playground equipment to another location within the City.**
- The area in Exhibit A reflects the recommendation of the City's designee. This playground must be installed above ground and the design should reflect this requirement.
- Due to the nature and location of the work, the selected contractor must be able to complete the work closing the park area around the playground construction area a minimal number of days and be able to work safely around the normal activity at the Park.
- Submittals are required for concrete mix design, playground flooring, colors and playground features/equipment. **The City desires quotes for 2 types of playground surfaces: bonded rubber and engineered wood mulch.**
- Contractor will be responsible for any damage caused by their work or the installation of the playground equipment. Contractor will also be responsible for cleaning up any debris, etc. to the satisfaction of the City.
- The **Contractor** shall maintain the site in a neat and orderly condition at all times. The **Contractor** shall pick up and dispose of trash and debris at the end of each workday and insure that there are no discharges of debris, chemicals, trash, wash-down water, or materials of any kind off the project site into the streets, creeks, or streams.
- The **Contractor**, before leaving the site, shall wash and clean all exposed surfaces which have become soiled or marked. The **Contractor** shall remove from the site of the work all accumulated debris and surplus material of any kind, which result from his operation. The completed project shall be turned over to the City in a neat and orderly condition.
- All damage, as a result of the work under this **Contract**, to the existing structures, pavement, driveways, curb and gutter, sidewalks, cart paths, utility poles, utility pipelines, conduits, drains, catch basins, fences, and including other obstructions

not specifically mentioned herein shall be repaired by the **Contractor** at no cost to the **City**.

- Any wash water that is used to clean off surfaces of the structure, parking lot, etc., shall be contained by appropriate containment materials (not straw bales) and not allowed to run into the creek or storm drains. The wash water must be disposed of either as an approved sanitary sewer discharge, or as hazardous waste. In the case of spills of any products used, it must also be contained and disposed of as hazardous waste.
- The contractor shall make every effort to protect existing property and is responsible for any damage that is done. For this reason, the contractor is to document existing conditions prior to starting project (i.e. photograph the area prior to start of construction).
- The job site entry points are to be surrounded by a temporary security fence (6' height) to keep it secured during construction.
- Contractor shall install a double row of Type C silt fence around the job site to protect the lake from sediment-laden run-off.
- The Contractor will work and coordinate with the City's testing firm to test all concrete, soils, etc., according to the Request for Proposal Documents as well as the design plans and specifications developed for this project. The contractor shall also coordinate with the City's testing firm for any necessary third-party inspections required in the design plans and specifications developed for this project.
- The Contractor will work and coordinate with the City's Building Department as required on this project.
- The Contractor shall request a Substantially Complete inspection from the City at least a week prior to when the Contractor feels that the playground area could be open to the public. The City will make a punch-list inspection for the Contractor of any noted deficiencies. All deficiencies must be corrected before the City will consider the project Substantially Complete.
- Final Payment will not be made to the Contractor until all warranty documents have been received, all inspections have been approved and any noted deficiencies have been corrected.

The subcontractor(s) installing the playground equipment/flooring/features must meet the following requirements:

- a. Must be certified through the National Playground Safety Institute
- b. Must have completed and passed the Playground Construction School Course as set forth by the International Playground Contractors Association (must submit documentation with proposal)

- c. Must be a member of the National Playground Contractors Association, Inc. (must submit documentation with proposal)
- d. Must be an installer with the National Playground Contractors Association, Inc. (must submit documentation with proposal.)

A request for subcontractor's references will be made prior to award.

Warranty

Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the proposer's responsibility to provide the City a written copy of the manufacturer's warranty of installed equipment. Minimum Warranty requirements are as follows:

- The Contractor shall also provide a 1-yr warranty on the installation.
- The playground features and flooring shall have a minimum 1-yr warranty

3.1 Required Information

Offerors shall provide the following information in 8 ½" x 11" format:

- a. Cover Letter: Brief description of the company's qualifications and experience.
- b. List of Projects: Brief list and description of similar recently completed projects. (See attached Questionnaire)
- c. References: Minimum of five examples where the company completed similar projects within the last two (2) years.
- d. Qualification Summary: A qualification summary of the subcontractor(s) installing the equipment.
- e. Scope of Services: Complete detail specifications for the equipment in the proposal.
- f. Drawings: Layout and color drawings/renderings of the proposal area with multiple views showing all sides and an overhead layout are required.
- g. Time Line – a chart showing key aspects of the project with corresponding completion dates.
- h. Cost Proposal – submitted in separate envelope detailing proposed budget and expenses for project.
- i. **Each submittal may include up to two (2) design variants.**
- j. Proposal shall provide a list of the components proposed for the playground equipment. Include structure and component model numbers, materials, color choices and

recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warrantee and any other relevant descriptive information.

SECTION 4: OFFEROR QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. **(Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to ranking reductions.)**

4.1.1 References: Offeror shall provide at a minimum the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type and dates the services were provided. These references may be contacted to verify offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of this request. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience: Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects to perform the services requested. Offeror should specify how long it has been in the business of providing these services and under what company name.

4.1.3 Method of Providing Services: Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

SECTION 5: COST PROPOSAL

An appropriate worksheet should be tailored for the project.

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One Cost Proposal shall be submitted in a separate, sealed envelope marked "Cost Proposal, RFP #, RFP Name, and Due Date/Time. Additional Cost proposal sheets shall not be included in proposal original or copies.

Proposal Price Certification

In compliance with the attached specification, the undersigned offers and agrees that if this proposal is accepted by the City Council within ninety (90) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED
SIGNATURES _____

PRINT / TYPE NAME _____

SECTION 6: EVALUATION CRITERIA

6.0 Evaluation Criteria

The selection will be based on the qualifications of the qualified vendor and the quality of the Proposal. However, the City of Fayetteville reserves the right to call references provided in the submittal and to require phone or personal interviews with qualified vendors requiring additional evaluation. The following criteria will be used for the evaluation:

Weight	Item
30	Integration of System Components
30	Price/Value (ratio of features to cost)
20	Quality and adherence to specifications
10	Durability of equipment, guarantees and warranties
10	References and Delivery times

Evaluation

The City of Fayetteville reserves the right, in its sole discretion, to reject or accept any submittal it considers to be non-responsive. Should the City of Fayetteville fail to reach agreement with any firm or teams initially selected, the City reserves the right to commence negotiations with the next highest ranked qualified vendor. The City of Fayetteville may select a qualified vendor without an interview or may choose to interview all or a limited number of applicants.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 Additional Contract Provisions and Terms

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The Standard Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.1 Subcontractors

The highest ranking offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.2 General Insurance Requirements

7.2.1 General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. Proof of insurance must be received at the address listed under *Section 1.1* within acceptable time limits established during the contract negotiation process.

7.3 Compliance with Workers' Compensation Act

The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established during the contract negotiation process.

7.4 Compliance with Security and Immigration Act

7.4.1 Work Eligibility Verification Requirement:

(1) Pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program, as follows:

- (a) On or after July 1, 2007, every public employer shall register and participate in a federal work authorization program to verify the work eligibility information of all new employees.
- (b) No public employer shall enter into a contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (c) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within the State of Georgia unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (b) and (c) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
- (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
- (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

(3) As of the date of enactment of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “Employment Eligibility Verification (EEV)/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Public employers, contractors and subcontractors subject to O.C.G.A. 13-10-91 shall comply with O.C.G.A. 13-10-91 and this rule by utilizing the EEV/Basic Pilot Program. The EEV/Basic Pilot Program can be accessed from the USDHS U.S. Citizenship and Immigration Services Internet website at <http://www.uscis.gov/>. Information and instructions regarding EEV/Basic Pilot Program Registration, Corporate Administrator Registration, and Designated Agent Registration can be found at that website address.

(4) All rules, regulations, policies, procedures and other requirements of the EEV/Basic Pilot Program or any other federal work authorization program defined in Rule 300-10-1-.01 and permitted to be used to satisfy the requirements of O.C.G.A. 13-10-91 and these rules, shall be considered additional requirements of this rule.

(5) In accordance with O.C.G.A. 13-10-91, public employers, contractors and subcontractors may utilize any other federal work authorization program operated by the United States Department of Homeland Security or any other equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control act of 1986 (IRCA), P.L. 99-603, as such work authorization programs become available.

(6) A copy of these Chapter 300-10-1 rules, including any forms prescribed or available to administer and effectuate these rules, shall be published on the Georgia Department of Labor's website.

7.4.2 Contractor and Subcontractor Evidence of Compliance:

(1) Pursuant to O.C.G.A. 13-10-91, public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract all of the following provisions:

- (a) A provision stating that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of the contract;
 - (b) A provision listing the three statutory employee-number categories of "500 or more employees," "100 or more employees," and fewer than 100 employees," as identified in O.C.G.A. 13-10-91, with a space provided for the contractor to check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor (**See Appendix B for the applicable form**); and
 - (c) Provisions stating that: (1) the contractor's compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor affidavit as shown in Rule 300-10-1-.07 which document shall become part of the covered contract; and (2) the contractor's agreement that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of employee-number category applicable to the subcontractor (**See Appendix B for the applicable form**).
- (2) Pursuant to O.C.G.A. 13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement and is available from the Georgia Department of Labor.
- (3) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix B* and must be received at the address listed under *Section 1.1* within acceptable time limits established during the contract negotiation process.

7.5 Compliance with Laws

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

APPENDIX A: STANDARD TERMS AND CONDITIONS

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. Unsealed proposals will not be accepted. No responsibility shall attach to The City of Fayetteville for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

An offeror may withdraw his proposal before the expiration of the time during which proposals may be submitted without prejudice to the proposer, by submitting a written request of withdrawal to The City of Fayetteville Purchasing Office.

REJECTION OF PROPOSAL:

The City of Fayetteville may reject any and all proposals, and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with The City of Fayetteville. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. The City of Fayetteville shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various offerors.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The offeror may be required, upon request, to prove to the satisfaction of The City of Fayetteville that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any offeror is not satisfactory, the proposal of such offeror may be rejected. The successful offeror is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from bidding and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

INTEREST OF:

By submitting a proposal, the offeror represents and warrants that neither a Council Member, employee nor any other person employed by The City of Fayetteville has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to offerors, general conditions, and instructions for offerors, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

PERFORMANCE PRIOR TO THE EXECUTION OF THE CONTRACT:

The successful offeror shall not begin performance of the project prior to the execution of a formal written contract by the City and the offeror. Any offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of the bid.

1. The instructions contained herein shall be construed as a part of any bid/proposal invitation and/or specifications issued by The City of Fayetteville and must be followed by each bid/proposal.
2. The written specifications contained in this bid/proposal shall not be changed or superseded except by written addendum from The City of Fayetteville. Failure to comply with the written specifications for this bid/proposal may result in disqualification by The City of Fayetteville.
3. All goods and materials shall be F.O.B. Fayetteville, Georgia and no freight or postage charges will be paid by The City of Fayetteville unless such charges are included in the bid/proposal price.
4. The following number, RFP #PS410-01, should be written clearly on the outside of your envelope in order to avoid opening in error.
5. All bids/proposals must be sealed, received and in-hand at bid/proposal due date and time. Each offeror assumes the responsibility for having his/her bid/proposal received at the designated time and place of bid/proposal due date. Bids/Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. The City of Fayetteville accepts no responsibility for mail delivery. Unsealed proposals will not be accepted.
6. Unless otherwise stated, all bids/proposals submitted shall be valid and may not be withdrawn for a period of 90 days from the due date.
7. Each bid/proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid/proposal. When submitting a Bid/Proposal package to the City of Fayetteville, the first page of your bid/proposal package should be the Bid or Proposal Form listing price, delivery, etc. unless the Proposal form is requested to be in a separate sealed envelope.
8. The City of Fayetteville reserves the right to accept a bid/proposal that is not the lowest price if, in the City's judgment, such bid/proposal is in the best interest of the City and the public. The City reserves the right to reject any and all bid/proposals.
9. Telephone, Telegraphic or Facsimile bids/proposals will not be accepted.
10. No sales tax will be charged on any orders.
11. If applicable, completed questionnaires must be signed manually. The City of Fayetteville reserves the right to accept or reject any bid/proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Offerors shall state delivery time after receiving order.
14. Offerors shall identify any subcontractors, and include an explanation of the service or product that they may provide.

APPENDIX B: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFP.

RFP CERTIFICATION FORM

The undersigned declares that she or he is an authorized agent of the company or firm listed as the primary offeror; has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project; and certifies to the best of her/his knowledge that this Proposal fully complies with the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that no person acting for or employed by the City of Fayetteville is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or any subsequent proposal or any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person or corporation applying for the same work under a different Proposal.

The undersigned states that she or he has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

Acknowledgement of Addenda. By Signing below, the interested Offerors acknowledges receipt of the following addenda to this RFP:

Addenda No. (if any) _____
SIGNED UNDER THE PENALTY OF PERJURY:
Signature:
<i>(Signature of Authorized Agent)</i>
Print Name:
Title:
Firm Name:
Date:
Project Number:
Project Name:

CITY OF FAYETTEVILLE DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Fayetteville officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Fayetteville Official to whom the campaign contribution was made. Please use a separate form for each official to whom a contribution has been made in the past two (2) years.

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Fayetteville Official.

Amount/Value Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Fayetteville and your relation:

I certify that the provisions of the O.C.G.A. 45-10-20 through 45-10-28 have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Authorized Signature _____ Date _____
Print/Type Name _____

Print/Type Company Name Here _____
(Sign and return with proposal)

**COMPLIANCE WITH GEORGIA SECURITY AND IMMIGRATION ACT
DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please indicate the employee/number category applicable to your organization by checking one (1) of the following boxes:

- ☐ 500+ employees
☐ 100 to 499 employees
☐ 1 to 99 employees

Organization Name: _____

I certify that the above information is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

**STATE OF GEORGIA
CITY OF FAYETTEVILLE
GEORGIA SECURITY AND IMMIGRATION
CONTRACTOR AFFIDAVIT AND AGREEMENT**

Certification Regarding Georgia Department of Labor Compliance. Contractor certifies that it is in compliance with O.C.G.A. Section 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and that it has registered and currently participates in the federal work authorization program* to verify information of all new employees as of July 1, 2007 if Contractor employs 500 or more employees, or July 1, 2008 if Contractor employs 100 or more employees, or July 1, 2009 if Contractor employs fewer than 100 employees or July 1, 2009, with respect to all public employers, contractors or subcontractors. Further, as part of any subcontracting agreement, the Contractor certifies that any subcontractor entering into this contract for the physical performance of services within this state is in compliance with O.C.G.A. Section 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify information of all new employees as of July 1, 2007 if the subcontractor employs 500 or more employees, or July 1, 2008 if the subcontractor employs 100 or more employees, or July 1, 2009 if the subcontractor employs fewer than 100 employees or July 1, 2009, with respect to all public employers, contractors or subcontractors.

The Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

EEV/Basic Pilot Program* User Identification Number

Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Signature of Authorized Officer or Agent Date

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

TERMINATIONS FORM

Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			
Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			
Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			
Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			

NOTICE OF “NO BID”

BID NO. _____ RFP NO. _____ QUOTATION NO. _____

CLOSING DATE: _____

IMPORTANT NOTICE – Please read

It is important to the City of Fayetteville to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation or proposal; however, if this “Notice of No Bid” is not executed and returned, your company may be deleted from our list of qualified bidders/proposers.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City’s procurement division at the contact information provided below. State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to this specification _____
3. Unable to quote completely _____
4. Cannot handle due to present plant loading _____
5. Quantity/job too large _____
6. Quantity/job too small _____
7. Cannot meet delivery/completion requirements _____
8. Agreements with distributors/dealers do not permit us to sell direct _____
9. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE _____ OF _____ COMPANY _____ REPRESENTATIVE: _____

POSITION: _____

TELEPHONE NO.: _____ DATE: _____

PLEASE FAX TO (770) 460-4238, E-MAIL TO ctalmadge@fayetteville-ga.gov, OR MAIL TO THE ADDRESS PROVIDED IN THIS OFFERING TO THE ATTENTION OF CARLEETHA TALMADGE IDENTIFYING THE ENVELOPE AS CONTAINING “NOTICE OF NO BID”.

EXHIBIT A: CHURCH STREET PARK

